

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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MARCUS ANDERSON,

Plaintiff,

v.

CREDIT ACCEPTANCE CORPORATION,

Defendant.

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No.

**NOTICE OF REMOVAL**

**TO THE CLERK OF COURT:**

Defendant, Credit Acceptance Corporation (“Credit Acceptance”) (misidentified in Plaintiff’s Complaint as “Credit Acceptance”), hereby files this Notice of Removal to remove the above-styled civil action, and all claims and causes of actions therein, from the Magisterial District Court of Bucks County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania. This action is removable pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446. As grounds for removal, Credit Acceptance states as follows:

**THE REMOVED CASE**

1. On or about July 6, 2021, Plaintiff, Marcus Anderson, commenced the underlying state court action, captioned Marcus Anderson v. Credit Acceptance, Case No. CV-191-2021 (the “State Court Action”), by filing a Complaint in the Magisterial District Court in and for Bucks County, Pennsylvania (the “Complaint”).

2. The Complaint was mailed to Credit Acceptance on July 7, 2021, and was received on July 14, 2021.

3. As required by 28 U.S.C. § 1446(a), a true and correct copy of all process, pleadings, and orders from the State Court Action are attached hereto as **Exhibit A**.

4. A copy of the docket in the State Court Action is attached as **Exhibit B**.

### **FEDERAL QUESTION JURISDICTION**

5. For a suit to be one that arises under the laws of the United States so as to confer original or removal jurisdiction on the federal courts, it must appear on the face of the complaint that resolution of the case depends upon a federal question. See Pan American Petroleum Corp. v. Superior Court, 366 U.S. 656, 663 (1961).

6. Here, the Complaint in the State Court Action purports to state claims against Defendants for the alleged violation of several federal statutes, including 12 U.S.C. § 1813, 31 U.S.C § 371, and 12 U.S.C. § 152. (Ex. A., Complaint.) Plaintiff contends Credit Acceptance violated these statutes by purportedly failing to “give adequate compensation for promissory note” or to “give full disclosure to all matters relating to the contract/loan.” (Id.)

7. Consequently, because the State Court Action includes claims arising under the laws of the United States, this Court has original subject matter jurisdiction over the State Court Action pursuant to 28 U.S.C. § 1331.

8. The Complaint also includes allegations for “breach of contract,” “non disclosure of note monetization,” and “failure to acknowledge secured party signature funded the loan.” (Ex. A., Complaint.) To the extent these allegations purport to state claims for relief, the Court has supplemental jurisdiction over them pursuant to 28 U.S.C. § 1367, because they are part of the same case or controversy purportedly giving rise to the claims over which the Court has original subject matter jurisdiction.

**REMOVAL IS TIMELY**

9. As noted above, the Complaint in the State Court Action was served on Credit Acceptance on July 14, 2021.

10. Because this Notice of Removal is filed within thirty (30) days of service of the Complaint on Credit Acceptance, it is timely under 28 U.S.C. § 1446(b).

**OTHER PROCEDURAL ISSUES**

11. This Court is the United States District Court for the district within which the State Court Action is pending. Accordingly, the State Court Action is properly removed to this Court under 28 U.S.C. §§ 1441 and 1446.

12. As required by 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal will be promptly filed with the Magisterial District Court in and for Bucks County, Pennsylvania, and served on all parties to this action. A copy of the Notice of Filing of Notice of Removal is attached as **Exhibit C**.

13. In filing this Notice of Removal, Credit Acceptance reserves any and all defenses, objections, and exceptions, including without limitation those relating to jurisdiction, service, venue, and statute of limitations.

WHEREFORE, Defendant, Credit Acceptance Corporation (misidentified in Plaintiff's Complaint as "Credit Acceptance"), submits this notice that the State Court Action is removed from the Magisterial District Court in and for Bucks County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania.

By:

/s/ Christopher A. Reese  
Eric M. Hurwitz (PA Atty. No. 84251)  
Christopher A. Reese (PA Atty. No. 308939)  
STRADLEY RONON STEVENS & YOUNG, LLP

2005 Market Street, Suite 2600  
Philadelphia, PA 19103-7098  
Phone: (215) 564-8000  
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[ehurwitz@stradley.com](mailto:ehurwitz@stradley.com)  
[creese@stradley.com](mailto:creese@stradley.com)

*Attorneys for Defendant,  
Credit Acceptance Corporation  
(misidentified as "Credit Acceptance")*

Dated: August 4, 2021

# EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF BUCKS



## Civil Action Hearing Notice

Mag. Dist. No: MDJ-07-1-07  
MDJ Name: Honorable Daniel Baranoski  
Address: 142 Centre Street  
Penndel, PA 19047  
Telephone: 215-757-6761

Marcus Anderson  
v.  
Credit Acceptance

Credit Acceptance  
25505 West Twelve Mile Road  
Southfield, MI 48034

Docket No: MJ-07107-CV-0000191-2021  
Case Filed: 7/6/2021

Your Role: Defendant

A civil complaint has been filed against you in the above captioned case.

A Civil Action Hearing has been scheduled to be held on/at:

Date: <b>Friday, August 6, 2021</b>	Place: Magisterial District Court 07-1-07, Penndel 142 Centre Street Penndel, PA 19047 215-757-6761
Time: <b>8:45 AM</b>	

Comments: DEFAULT HEARING

### Notice To Defendant

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

**You must appear at the hearing and present your defense. Unless you do, judgment may be entered against you by default.**

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to Pa.R.C.P.M.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

### Notice To Plaintiff

Pursuant to Pa.R.C.P.M.D.J. No. 318, you or your attorney will be notified if the defendant gives notice of his/her intention to defend.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.





COUNTY OF BUCKS

District Court 07-1-07  
142 Centre Street  
Penndel, PA 19047

**DANIEL BARANOSKI**  
**MAGISTERIAL DISTRICT JUDGE**

Telephone 215-757-6761  
Facsimile 267-885-1669  
[DC7107@buckscounty.org](mailto:DC7107@buckscounty.org)

July 7, 2021

***Marcus Anderson***                      ***VS. Credit Acceptance***  
Docket Number:                      CV-191-2021  
Default Hearing Date:                Friday, August 6, 2021 @ 8:45am

**INTENT TO DEFEND FORM**

**TO THE DEFENDANT:**

The hearing date attached is scheduled as a default hearing. That means that a date is scheduled to determine ONLY if you will be defending the charges which have been filed against you.

You do not have to appear on this default date; however, you should appear on any other court date.

If you wish to defend against this claim, you must notify this court by signing this form below and returning it to the District Court, via mail, email or fax. Once you or your attorney have notified the court that you intend to defend, a new hearing date will be scheduled and all parties will be notified.

If you do not notify the court of your intention to defend, a default judgment will be entered against you. If you wish to file a counter-claim, you must do so no later than five days before the default date scheduled for your hearing.

If you choose to settle this case without coming to court, you may pay the specified amount plus costs set forth in the complaint directly to the plaintiff, then have the plaintiff notify this office in writing that the claim has been settled.

I \_\_\_\_\_, defendant in this matter, wish to enter a defense against this claim. I understand that I will receive a new hearing date where I will be given the opportunity to present any defense that I may have.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Daytime Phone Number

Email Address : \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF BUCKS

## CIVIL COMPLAINT

Mag. Dist. No: MDJ-07-1-07

MDJ Name: Honorable Daniel Baranowski

Address: 142 Centre Street  
Pennndel, PA 19047

Telephone: 215-757-6761

RECEIVED

2021 JUL -6 A 11:36

DISTRICT COURT  
07-1-07

PLAINTIFF:

NAME and ADDRESS

Marcus Anderson  
c/o: 332 W. Horter St. Apt. 304  
Philadelphia, PA 19119

DEFENDANT:

V.

NAME and ADDRESS

Credit Acceptance  
25505 West 12 Mile Rd.  
Southfield, Michigan 48034Docket No: CV-191-21  
Case Filed: 7-6-21

	AMOUNT	DATE PAID
FILING COSTS	\$ 180.25	/ /
POSTAGE	\$ 9.50	/ /
SERVICE COSTS	\$	/ /
CONSTABLE ED.	\$	/ /
TOTAL	\$ 189.75	7/6/21

Plus 180.25 Court Costs

Pa.R.C.P.M.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

To The Defendant: The above named plaintiff(s) asks judgment against you for \$10,085.28 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

- Credit Acceptance failed to give adequate compensation for promissory note. (12 USC A Sec 1813)
- Failed to give full disclosure to all matters relating to the contract/loan. (Title 31 USC 371)(12 USC 152)
- Breach of Contract
- Non disclosure of note monetization.
- Failure to acknowledge secured party's signature funded the loan.

I, Marcus Anderson verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

Contract Signed: 451 E. Lincoln Highway  
Langhorne, PA 19047Marcus Anderson

(Signature of Plaintiff or Authorized Agent)

The plaintiff's attorney shall file an entry of appearance with the magisterial district court pursuant to Pa.R.C.P.M.D.J. 207.1

If you intend to enter a defense to this complaint, you should notify this office immediately at the above telephone number. You must appear at the hearing and present your defense. Unless you do, judgment may be entered against you by default.

If you have a claim against the plaintiff which is within the magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.



**SERVICEMEMBERS CIVIL  
RELIEF ACT AFFIDAVIT**



Marcus Anderson  
(Party name as displayed in case caption)

CV-191-2021  
Docket/Case No.

Vs.

Credit Acceptance  
(Party name as displayed in case caption)

DC 07-1-07  
Court

I, Marcus Anderson, the undersigned, certify and declare as follows:

- 1) This affidavit is made pursuant to the Servicemembers Civil Relief Act (50 U.S.C. § 3931).
- 2) I am the plaintiff in the above-captioned matter.
- 3) As of the current date: (check one)
  - ☐ a) I have personal knowledge that the defendant named above is in military service.
  - ☒ b) I have personal knowledge that the defendant named above is **not** in military service.
  - ☐ c) I am unable to determine whether the defendant named above is in military service.
- 4) The following facts support the above statement (explain how you know the defendant is or is not in military service, or, if unable to make a determination, the steps you took to investigate the defendant's military status):

The defendant is a business

I verify that the statements herein are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Section 4904 of the Crimes Code (18 Pa. C.S. § 4904) relating to unsworn falsification to authorities.

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information or documents.

Marcus Anderson  
Signature

**NOTE:** For the definition of military service, see 50 U.S.C. § 3911(2).

The Servicemembers Civil Relief Act website (<https://scra.dmdc.osd.mil>) is a website maintained by the Department of Defense that may be used to determine the defendant's military status.

See 50 U.S.C. § 3931(c) for additional penalties for knowingly making or using a false affidavit.

RECEIVED

# EXHIBIT B

**Magisterial District Judge 07-1-07****DOCKET**

Docket Number: MJ-07107-CV-0000191-2021

**Civil Docket**

Marcus Anderson  
v.  
Credit Acceptance

Page 1 of 1

**CASE INFORMATION**

<u>Judge Assigned:</u>	Magisterial District Judge Daniel Baranoski	<u>File Date:</u>	07/06/2021
<u>Claim Amount:</u>	\$10,085.28	<u>Case Status:</u>	Active
<u>Judgment Amount:</u>		<u>County:</u>	Bucks

**CALENDAR EVENTS**

<u>Case Calendar</u>	<u>Schedule</u>				<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Status</u>
Civil Action Hearing	08/06/2021	8:45 am		Magisterial District Judge Daniel Baranoski	Scheduled

**CASE PARTICIPANTS**

<u>Participant Type</u>	<u>Participant Name</u>	<u>Address</u>
Defendant	Credit Acceptance	Southfield, MI 48034
Plaintiff	Anderson, Marcus	Philadelphia, PA 19119

**DISPOSITION SUMMARY**

<u>Docket Number</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
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**DOCKET ENTRY INFORMATION**

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
07/13/2021	Certified Civil Complaint Accepted	Magisterial District Court 07-1-07	Credit Acceptance, Defendant
07/07/2021	Certified Civil Complaint Issued	Magisterial District Court 07-1-07	Credit Acceptance, Defendant
07/06/2021	Civil Complaint Filed	Marcus Anderson	

# EXHIBIT C



2005 Market Street, Suite 2600  
Philadelphia, PA 19103-7098  
Phone: (215) 564-8000  
Fax: (215) 564-8120  
[ehurwitz@stradley.com](mailto:ehurwitz@stradley.com)  
[creese@stradley.com](mailto:creese@stradley.com)

*Attorneys for Defendant,  
Credit Acceptance Corporation  
(misidentified as "Credit Acceptance")*

Dated: August 4, 2021

**CERTIFICATE OF SERVICE**

I, Christopher A. Reese, hereby certify that on August 4, 2021, I caused a true and correct copy of the foregoing Notice of Filing of Notice of Removal to be served upon the following via U.S. Mail, postage pre-paid.

Marcus Anderson  
332 W. Hortter Street  
Apartment 304  
Philadelphia, PA 19119  
*Pro Se Plaintiff*

/s/ Christopher A. Reese  
Christopher A. Reese

**CERTIFICATE OF SERVICE**

I, Christopher A. Reese, hereby certify that on August 4, 2021, I caused the foregoing Notice of Removal and accompanying exhibits to be electronically filed via the Court's ECF system. The foregoing documents are available for viewing and downloading from the PACER system.

I further certify that on this date, I caused a true and correct copy of the foregoing to be served via U.S. Mail, postage pre-paid, upon the following:

Marcus Anderson  
332 W. Hortter Street  
Apartment 304  
Philadelphia, PA 19119  
*Pro Se Plaintiff*

/s/ Christopher A. Reese  
Christopher A. Reese